



CITY OF HOUSTON INVITATION TO BID

Issued: March 31, 2006

Bid Opening

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 a.m. Thursday, May 4, 2006**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

**PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET PAPER)
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. SC-R-7900-098-20671**

Buyer

Ms. M.A. Cruz Goldman is the Buyer for this solicitation and she may be reached at 713-247-1544. Any questions regarding this solicitation should be submitted in writing to 713-247-1703 (fax) or via e-mail at maria.goldman@cityofhouston.net.

Pre-Bid

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Basement, City Hall, 901 Bagby, Houston, Texas 77002 at 1:00 p.m. on Wednesday, April 19, 2006, located in Conference Room #2.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference. **Any revisions to be incorporated into this bidding document arising from discussions before, during and subsequent to the pre-bid conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated herein.**

Bidding forms, specifications and all necessary information should be downloaded from the Internet at www.houstontx.gov/purchasing. By registering and downloading this bid document, all updates to this bid document will be automatically forwarded via e-mail to any registered bidder. This information may also be obtained from the office of the City Purchasing Agent, 901 Bagby, Basement, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph B (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph B (6) of said Section 15-3.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

CITY EMPLOYEES ARE PROHIBITED FROM BIDDING ON THIS SOLICITATION IN ACCORDANCE WITH THE CODE OF ORDINANCES SECTION 15 - 1.

Bid Documents and Request for Proposals (RFP's) can be downloaded from the Internet at www.houstontx.gov/purchasing

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SECTION A. - OFFICIAL BID FORM
SECTION B. - TECHNICAL SPECIFICATIONS
SECTION C. - GENERAL TERMS & CONDITIONS

*NOTE 1: ACTUAL PAGE NUMBERS FOR EACH SECTION MAY CHANGE WHEN THE BID DOCUMENT IS DOWNLOADED FROM THE INTERNET OR BECAUSE OF LETTERS OF CLARIFICATION. THEREFORE, BIDDERS MUST READ THE BID DOCUMENT IN ITS ENTIRETY AND COMPLY WITH ALL THE REQUIREMENTS SET FORTH THEREIN.

*NOTE 2: TO BE CONSIDERED FOR AWARD PLEASE SUBMIT ALL PAGES FROM SECTION A (OFFICIAL BID FORM) INCLUDING THE SIGNATURE PAGE WHICH MUST BE SIGNED BY A COMPANY OFFICIAL AUTHORIZED TO BIND THE COMPANY.

INSTRUCTIONS for BIDDING and TERMS & CONDITIONS

1. All bids must show the full name of the firm bidding and must be on forms furnished by the Purchasing Section of the Strategic Purchasing Division, Finance and Administration Department, and must be written in ink or typed. Pencil quotations will not be considered. Bids should be filed in duplicate and at least one copy of the Bid Form must be manually signed in ink by an authorized officer of the company and title must be shown. Obligations assumed by the signature must be fulfilled. The bid number, title of the bid, and the bid due date must be shown on the front of the envelope(s) containing the Bid Form.
2. **TIME AND DATE:** Bids **MUST** be in the Office of City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 at or before 10:30 A.M. on the day bids are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. CAUTION: Bids mailed on the day before bids are due may not be received in time to be considered.
3. **WITHDRAWAL OF BID:** A bidder may withdraw its offer before the expiration of the time during which the offer may be submitted, without prejudice, by submitting a written request for its withdrawal to the City Secretary.
4. The Official Bid Form should indicate the Unit Price for the specified item/service and the Total Price after multiplying the Estimated Quantity times the Unit Price. In case of conflict between Unit Price and the Total Price once computed using the Estimated Quantity, the Unit Price shall control. The Unit Price shall be inclusive of all costs, including insurance and transportation costs. **Cash discounts will not be considered in the award of bids.**
5. No change in price will be considered after bids have been opened.
6. Provisions of the City's Official Bid Form, Specifications, and General Terms & Conditions must not be altered. Any erasure or alteration of figures or terms may invalidate the bid on the item on which the erasure or alteration is made. Submission or attachment of company "Quotation Forms" containing alternative terms and/or conditions is not acceptable and may result in your bid being determined as non-responsive.
7. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on a proposed substitute item, except in cases in which alternate bids are called for. If bidder wishes to submit more than one bid on the same item, separate Bid Forms for each bid, complete with its own original signature page, must be submitted.
8. All bids are for delivery not later than the time stated in the specifications, F.O.B. the point of delivery stated in the Specifications and/or Bid Form.
9. **Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002.**
10. If your firm chooses not to submit a bid, please complete the No Bid Sheet at the back of this bid document and forward it to the Buyer listed on the bottom of the form.
11. **Cost of Bid/Proposal Preparation:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
12. **Contact with anyone other than the City of Houston Strategic Purchasing Division Representative concerning this bid may result in immediate disqualification of your firm.**

**SECTION A
OFFICIAL BID FORM**



**PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET PAPER)
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. SC-R-7900-098-20671**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver facial tissue, hand towels and toilet paper, **FOB destination point as listed on individual Purchase Orders**, the items listed below in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER SHOULD BE DESIGNATED IN THE SPACE PROVIDED, EVEN IF BIDDING AS SPECIFIED.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said bid to this Bidder at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after the bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

BIDDING AND AWARD:

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire Contract; however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.

THIS IS A THIRTY-SIX (36) MONTH CONTRACT

WITH TWO (2) ONE YEAR OPTIONS TO RENEW

FIRM PRICES ARE TO BE QUOTED FOR THE FIRST TWELVE (12) MONTH PERIOD

OFFICIAL BID FORM FOR PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET TISSUE) FOR VARIOUS DEPARTMENTS CONTINUED:

If prospective bidders are bidding an "or equal" item then bidders shall list the name of the mill and product number of the item offered in the space provided below. If such information is not provided, it will be assumed bidder is bidding the exact item specified. The Purchasing Agent's decision as to whether an item is an equal to the item specified shall be final.

L/I	Description	Qty	U/M	Unit Price	Sub-Total
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1 Facial Tissue.

All sizes between 7" to 9.25". Packaged: 100 to 150 sheets/box, 30 box/case.

a. 7900-0901184-00

Virgin Pulp

100 cases \$_____ per case of 30 \$_____

Cost per sheet: _____

Size of pre-folded sheet: _____

Number of sheets/box: _____

Cost per box: _____

Name of Mill and product number: _____

b. 7900-0176327-00

Recycled Paper Product

1,248 cases \$_____ per case of 30 \$_____

Cost per sheet: _____

Size of pre-folded sheet: _____

Number of sheets/box: _____

Cost per box: _____

% Post Consumer Waste: _____

% Pre-Consumer Waste: _____

Name of Mill and product number: _____

7900-0176433-01

2 C-Fold Towel

Non-Chlorine Bleached. Minimum Brightness: 67.

Color: White. Basic Weight: 26 to 30 pounds. Pre-

Folded Dimensions: 10.25" x 12.75" or 10.25" x 13.25"

or 10.25" x 13". Packaged: 2400 ea/case, PALLET-

IZED AND SHRINK - WRAPPED. Product reference:

SCA/Encore #4814 or SCA Mainstreet C-Fold CB530 or

American Paper Products CF101B or approved equal.

See Technical Specifications. **Recycled Paper**

Product.

12,250 cases \$_____ per case of 2400 \$_____

Cost per towel: _____

Size of pre-folded towel: _____

Number of towels/case: _____

% Post Consumer Waste: _____

% Pre-Consumer Waste: _____

Name of Mill and product number: _____

OFFICIAL BID FORM FOR PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET TISSUE) FOR VARIOUS DEPARTMENTS CONTINUED:

L/I	Description	Qty	U/M	Unit Price	Sub-Total
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3 Multi-Fold Towel

Non-Chlorine Bleached. Minimum Brightness: 65.
 Color: White. Basic Weight: 25 to 28 pounds. Pre-
 Folded Dimensions: 9.125" x 9.50" or 9.25" x 9.40".
 Packaged: 4000 ea/case, PALLETIZED AND SHRINK-
 WRAPPED. Product reference: K-C1804 Surpass or
 approved equal.

a. 7900-0901156-02

**Virgin Pulp - PALLETIZED & SHRINK-
WRAPPED**

9,432 cases \$_____ per case of 4000 \$_____

Cost per towel: _____
 Size of pre-folded towel: _____
 Number of towels/case: _____
 Number of cases/pallet: _____
 Number pallets/truck load: _____
 Name of Mill and product number: _____

b. 7900-0176317-00

Recycled Paper Product

57,330 cases \$_____ per case of 4000 \$_____

Cost per towel: _____
 Size of pre-folded towel: _____
 Number of towels/case: _____
 Number of cases/pallet: _____
 % Post Consumer Waste: _____
 % Pre-Consumer Waste: _____
 Name of Mill and product number: _____

c. 7900-0901156-03

Recycled - PALLETIZED & SHRINK-WRAPPED

4,000 cases \$_____ per case of 4000 \$_____

Cost per towel: _____
 Size of pre-folded towel: _____
 Number of towels/case: _____
 Number of cases/pallet: _____
 Number pallets/truck load: _____
 % Post Consumer Waste: _____
 % Pre-Consumer Waste: _____
 Name of Mill and product number: _____

OFFICIAL BID FORM FOR PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET TISSUE) FOR VARIOUS DEPARTMENTS CONTINUED:

L/I	Description	Qty	U/M	Unit Price	Sub-Total
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7900-0901164-00

4 Terri Towel.

Color: White. Dimensions: 9.8" x 16.4". Packaged:
100 ea/carton. Product reference: Kimberley-Clark
Part No. 5800 or approved equal.

5,000 ctn \$_____ per ctn of 100 \$_____

Cost per towel: _____

Size of pre-folded towel: _____

Number of towels/ctn: _____

Name of Mill and product number: _____

7900-0176324-04

5 Hardwound Roll Towel

Unbleached or Non-Chlorine Bleached. Color: Natural.
Basic Weight: 26 to 30 pounds. Dimensions: 7.875" x
350' or 7.875" X 375' or 7.875" x 400' or 7.75" x400' or
8.0" x 350' or 8.0" x 400' per roll. Packaged: 16 rolls/
case. Product reference: K-C Part No. 2021 or ap-
proved equal. See attached Technical Specifications.

Recycled - PALLETIZED & SHRINK-WRAPPED 6850 cases \$_____ per case of 16 \$_____

Cost per foot: _____

Size of roll: _____

Cost per roll: _____

Number of rolls/case: _____

Number of cases/pallet: _____

Number pallets/truck load: _____

% Post Consumer Waste: _____

% Pre-Consumer Waste: _____

Name of Mill and product number: _____

7900-0176325-02

6 Hardwound Roll Towel. Bleached or Unbleached.

Weight: 26 to 30 pounds. Dimensions: 9.00" x 400'.

**Virgin Pulp- PALLETIZED & SHRINK-
WRAPPED.**

1200 cases \$_____ per case of 30 \$_____

Cost per foot: _____

Size of roll: _____

Cost per roll: _____

Number rolls/case _____

Number cases/pallet _____

Number pallets/truck load _____

Name of Mill and product number: _____

OFFICIAL BID FORM FOR PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET TISSUE) FOR VARIOUS DEPARTMENTS CONTINUED:

L/I	Description	Qty	U/M	Unit Price	Sub-Total
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7900-0176321-02

7 Toilet Tissue

Two-Ply Roll. Must fit J.R.T. Jr. Dispenser. Dimensions 4.0" x 1,075' or 4.0" x 1,125'. Non-perforated. Packaged: 12 rolls/case. **Virgin Pulp - PALLETIZED**

& SHRINK-WRAPPED

360 cases \$_____ per case of 12 \$_____

Cost per foot: _____

Size of roll: _____

Cost per roll: _____

Number of rolls/case: _____

Number of cases/pallet: _____

Number pallets/truck load _____

Name of Mill and product number: _____

7900-0209641-02

8 Toilet Tissue

Two-Ply Roll, Non-Chlorine Bleached. Minimum Brightness: 74. Color: White. Basic Weight: 8.5 pounds. Dimensions: 4.0" x 1,075' or 4.0" x 1,025' or 3.85" x 1,000'. Non-perforated continuous roll. Packaged: 12 rolls/case. Product reference: Atlas GRT #10002-12, Stock #700 or approve equal. See Technical Specifications. **Virgin Pulp- PALLETIZED & SHRINK WRAPPED.**

22560 cases \$_____ per case of 12 \$_____

Cost per foot: _____

Size of roll: _____

Cost per roll: _____

Number of rolls/case: _____

Number of cases/pallet: _____

Name of Mill and product number: _____

9 Toilet Tissue.

Two-Ply Jumbo Roll. Color: White. Basic Weight: 10 to 13 pounds. Dimensions: 4.0" x 2,250' or 3.96" x 2,000' or 3.9" x 2,000'. Packaged: 6 rolls/case.

a. 7900-0176322-01

Virgin Pulp

120 cases \$_____ per case of 6 \$_____

Cost per foot: _____

Size of roll: _____

Cost per roll: _____

Name of Mill and product number: _____

OFFICIAL BID FORM FOR PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET TISSUE) FOR VARIOUS DEPARTMENTS CONTINUED:

L/I	Description	Qty	U/M	Unit Price	Sub-Total
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LINE ITEM NO. 9 CONTINUED:

b. 7900-0176322-03

Recycled Paper Product

470 cases \$_____ per case of 12 \$_____

Cost per foot: _____

Size of roll: _____

Cost per roll: _____

Number rolls/case: _____

% Post Consumer Waste: _____

% Pre-Consumer Waste: _____

Name of Mill and product number: _____

7900-0176323-03

10 Toilet Tissue

Two-Ply Roll. Bleached Brightness: 70. Basic Weight:

17 to 20 pounds. Facial Quality. Dimensions: 4.50" x

4.50". Packaged: 500 sheets/roll; 96 rolls/case or equal

Recycled Paper Product.

15,700 cases \$_____ per case of 36 \$_____

Cost per foot: _____

Size of roll: _____

Cost per roll: _____

Number rolls/case: _____

% Post Consumer Waste: _____

% Pre-Consumer Waste: _____

Name of Mill and product number: _____

11 Toilet Tissue

Two-Ply Roll, Non-Chlorine Bleached. Minimum Bright-

ness: 78. Color: White. Facial Quality. Basic Weight:

17 to 20 pounds. Perforated. Dimensions: 4.50" x

4.50". Packaged: 500 sheets/roll, 96 rolls/case.

PALLETIZED, AND SHRINK-WRAPPED. Product refer

ence: Georgia Pacific Marquis sku #16121 or approved

equal. See Technical Specifications.

a. 7900-0000000-01

1400 cases \$_____ per case of 96 \$_____

Virgin Pulp

Cost per foot: _____

Size of roll: _____

Cost per roll: _____

Name of Mill and product number: _____

OFFICIAL BID FORM FOR PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET TISSUE) FOR VARIOUS DEPARTMENTS CONTINUED:

L/I	Description	Qty	U/M	Unit Price	Sub-Total
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LINE ITEM NO. 18 CONTINUED:

b. 7900-0000000-02

Virgin - PALLETIZED & SHRINK-WRAPPED

6,500 cases \$_____ per case of 96 \$_____

Cost per foot: _____

Size of roll: _____

Cost per roll: _____

Number rolls/case _____

Number cases/pallet _____

Number pallets/truck load _____

Name of Mill and product number: _____

7900-0000000-00

12 Toilet Tissue.

Two-Ply Roll. Packaged: 500 sheets/roll, 96 rolls/case.

Virgin Pulp. Product reference: Georgia Pacific

TH612 Savoy or approved equal.

300 cases \$_____ per case of 96 \$_____

Cost per foot: _____

Size of roll: _____

Cost per roll: _____

Cost per roll: _____

Number rolls/case _____

% Post Consumer Waste: _____

% Pre-Consumer Waste: _____

Name of Mill and product number: _____

GRAND TOTAL \$_____

CITY'S OPTION:

Should you be awarded ALL ITEMS you bid, what percent additional discount (if any) would be deducted from each item bid?
_____ %.

ADJUSTED GRAND TOTAL \$_____

CITY PICK UP OPTION:

What additional discount, if any, would you give for items picked up at your location by the City? _____ %

These bid documents are to be bid exactly as published or amended by any letter(s) of clarification that may be issued pertaining thereto.

LINE ITEM BIDS:

Only one item may be bid for each referenced line item. To bid the referenced line item and an alternate, bidder must submit a separate bid form for each alternate item(s) with its own original signature page. Multiple bids for the same line item on one bid form will be just cause to reject a bid from further consideration.

OFFICIAL BID FORM FOR PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET TISSUE) FOR VARIOUS DEPARTMENTS CONTINUED:

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability-company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**", included herein, and submitted with the Official Bid or Proposal Form. Failure to provide this information may be just cause for rejection of your bid or proposal.

OFFICIAL BID FORM FOR PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET TISSUE) FOR VARIOUS DEPARTMENTS CONTINUED:

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

(1) any contract discussions or negotiations begin, or

(2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the BID package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class C misdemeanor.

BIDDER'S ATTACHMENTS: Detail below all attachments, which are submitted, with your Bid Form. This list will be used by the City Secretary's Office to verify contents of your sealed bid submission. Labeling your bid attachments with the same titles as shown below will facilitate this process. (NOTE: This listing should also include separate attachments, which are too large, or for some other reason cannot be placed into the sealed envelope containing the bidding documents. These separate attachments should be placed in an envelope or wrapped, and should include a label clearly identifying the Bidder's name and the City's bid number and title, as well as the bid opening date.)

LOCATION OF BIDDER'S INVENTORY:

STREET ADDRESS

CITY, STATE AND ZIP CODE

THIS BIDDER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The Respondent warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract prices or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Clarification Letters, and General Terms and Conditions Specifications, all of which are made a part of this offer.

All pages of the City of Houston's bid document, including but not limited to the General Terms and Conditions and Page Three (3) of this bid invitation are incorporated by reference into this bid for all purposes.

The undersigned, as Bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

NOTE: BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

Respectfully Submitted:

Bidder: _____
(Print or type name of Bidder-Full Company Name)

Vendor Number: _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Name: _____

Title: _____

Date: _____

Address (Street or P. O. Box)

City-State-Zip Code

Telephone Number: (____) _____

FAX Number: (____) _____

E-Mail Address: _____

A DEPOSIT IS NOT REQUIRED WITH THIS BID

- Attachments: 1. Contractor Submission List Form
2. Affidavit of Ownership or Control Form
3. Statement of Residency Form

ATTACHMENT "1"

FORM A CONTRACTOR SUBMISSION LIST FORM CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate-for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, partners or joint venturers having an equity interest of 10 percent or more for the partnership or Joint Venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas for further information.

This list is submitted under the provisions of § 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and address:

() **SOLE PROPRIETORSHIP**

Name _____	_____
Proprietor	Address

() **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state "none")

Name _____	_____
Partner	Address

Name _____	_____
Partner	Address

() **A CORPORATION**

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____	_____
Director	Address

Name _____	_____
Director	Address

Name _____	_____
Director	Address

CONTRACTOR SUBMISSION LIST FORM (CONTINUED)

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____

Officer _____ **Address** _____

Name _____

Officer

Address

Name _____

Officer _____ Address _____

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name _____

Officer _____ Address _____

Name _____

Officer **Address**

Name _____

Officer

Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed name

Title

NOTE: This list constitutes a government record, as defined by § 37.01 of the Texas Penal Code.

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

ATTACHMENT "2"

STATE OF _____ §
 COUNTY OF _____ §

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
 _____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of
 _____ [CONTRACTING ENTITY'S
 CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with _____ [DESCRIBE PROJECT OR
 MATTER], which is expected to be in an amount that exceeds \$25,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. Do NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____**[CITY/STATE/ZIP CODE]** _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____Residence Address **[No./STREET]** _____**[CITY/STATE/ZIP CODE]** _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____**5% Owner(s) (IF NONE, STATE "NONE.")**

Name: _____

Business Address **[No./STREET]** _____**[CITY/STATE/ZIP CODE]** _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____Residence Address **[No./STREET]** _____**[CITY/STATE/ZIP CODE]** _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

6. Optional Information

Contracting Entity and/or _____ **[NAME OF OWNER OR NON-PROFIT OFFICER]** is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status of Appeal **[DESCRIBE]** _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

ATTACHMENT "3"

STATEMENT OF RESIDENCY

(Please submit in duplicate with your Bid Form)

The following information is required by the **City of Houston** in order to comply with provisions of state law, **TEX.GOV'T. CODE § 2252.001 et. seq.** (State or Political Subdivision Contracts for Construction, Supplies, Services; Bids by Nonresident).

Every Bidder must affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information may constitute a basis for rejection of your bid. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **City of Houston**.

For this reason, each Bidder is encouraged to complete and return in duplicate, with its bid, the **Statement of Residency Form**, but in any event the low Bidder will be required to submit this information within five (5) calendar days after the date of receipt of notification of apparent low Bidder status from the **Purchasing Section of the Finance and Administration Department**. Failure to provide all required information within this designated period may result in the apparent low Bidder being considered non-responsive and non-responsible, and the second low Bidder being considered for award.

TEX. GOV'T CODE, §2252.001, §(4) defines a "**Resident Bidder**" as a Bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE, §2252.001 §(3) defines a "**Nonresident Bidder**" as a Bidder who is not a resident in this state.

Bidder's complete company name:

State your business address in the space provided below if you are a **Texas Resident Bidder**:

State your business address in the space provided below if you are a **Nonresident Bidder**:

*The **State Purchasing and General Services Commission** defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and
- has at least one employee who works in the Texas office

Form prepared by: _____
(Name) Title)

Date: _____

SECTION B
CITY OF HOUSTON
TECHNICAL SPECIFICATIONS
FOR
PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET PAPER)
FOR
VARIOUS DEPARTMENTS

1.0 GOVERNING SPECIFICATIONS:

Line Item Nos. 2, 3, 5, 8 and 11 shall conform to the specifications below.

2.0 LINE ITEM NO. 2, C-FOLD TOWEL

NON-CHLORINE BLEACHED

Recycled

Color: White

Minimum Brightness: 67

Basic Weight: 26 to 30 pounds

Pre-folded sheet size: 10.25" x 13.25" or 10.25" x 13" or 10.25" x 12.75"

2,400 towels per case

Minimum MD Dry Tensile: 5000 g/3"

Minimum CD Dry Tensile: 2000 g/3"

Minimum MD Wet Tensile: 1000 g/3"

Minimum CD Wet Tensile: 400 g/3"

Absorbent

Free from lint (either wet or dry)

No disagreeable odor (either wet or dry)

Finish such as produced by creeping or embossing

Fold towels securely and evenly band to prevent spillage under normal handling conditions

To fit and dispense from standard C-Fold dispensing cabinets

Product reference: SCA/Encore #4814 or approved equal

3.0 LINE ITEM NO. 3, MULTI-FOLD TOWEL

NON-CHLORINE BLEACHED

Recycled

Color: White

Minimum Brightness: 65

Basic Weight: 25 to 28 pounds

Pre-folded sheet size: 9.125" x 9.50" or 9.25" x 9.50"

4,000 towels per case

Minimum MD Dry Tensile: 5000 g/3"

Minimum CD Dry Tensile: 2500 g/3"

Minimum MD Wet Tensile: 1000 g/3"

Minimum CD Wet Tensile: 600 g/3"

Absorbent

Free from lint (either wet or dry)

No disagreeable odor (either wet or dry)

Finish such as produced by creeping or embossing

Fold towels securely and evenly band to prevent spillage under normal handling conditions

To fit and dispense from standard Multi-Fold dispensing cabinets

Product reference: SCA/Encore #4829 or approved equal

MAY BE REQUIRED TO BE PALLETIZED AND SHRINK-WRAPPED

TECHNICAL SPECIFICATIONS: CONTINUED

4.0 **LINE ITEM NO. 5, HARDWOUND ROLL TOWEL**

UNBLEACHED OR NON-CHLORINE BLEACHED

Recycled

Color: Natural

Basis Weight: 26 to 30 pounds

Roll Size: 7.875" x 350' or 7.875" x 375' or 7.875 x 400' or 7.75 x 400' or 8.0" x 425' or 8.0" x 350' per roll
16 rolls per case

Minimum Water Absorbency Rate: 50 sec./0.1ml

Minimum MD Dry Tensile Strength: 3800 gms/3"

Minimum CD Wet Tensile Strength: 300 gms/3" (sponge) 275 gms/3" (Finch)

Free from lint (either wet or dry)

No disagreeable odor (either wet or dry)

Finish: smooth or non-textured

Paper must release easily from the core (no excess glue on core) to prevent jamming of the dispenser

To fit and dispense from standard Hardwound Roll dispensing cabinets

Product reference: Georgia Pacific Acclaim sku #26401 or approved equal

PALLETIZED AND SHRINK-WRAPPED

5.0 **LINE ITEM NO. 8, TOILET TISSUE**

NON-CHLORINE BLEACHED

Recycled

Two-Ply Roll

Color: White

Minimum Brightness: 74

Basis Weight: 8.5 pounds

Roll Size: 4.0" x 1,075' or 4.0" x 1,025' or 3.85" x 1,000'

Non-perforated continuous roll

12 rolls per case

Rapid break-up

Minimum Water Absorbency Rate: 0.5 sec./0.01ml

Minimum MD Tensile Strength: 14 ounces rate/5.00

Minimum CD Tensile Strength: 2.80 ounces rate/5.00

Free from lint

No disagreeable odor

Finish such as produced by creeping or embossing

Paper must release easily from the core (no excess glue on core) to prevent jamming of the dispenser

To fit and dispense from J.R.T. Jr. dispensing cabinets

Product reference: Atlas GRT 10002-12, Stock #700 or approved equal

PROVIDE CASE PRICE BASED ON PER TRUCK LOAD PALLETIZED AND SHRINK-WRAPPED

TECHNICAL SPECIFICATIONS: CONTINUED

6.0 **LINE ITEM NO. 11, TOILET TISSUE**

NON-CHLORINE BLEACHED

Virgin Pulp

Two-Ply Roll

Facial Quality

Color: White

Minimum Brightness: 78

Basis Weight: 17 to 20 pounds

Sheet size: 4.5" x 4.5"

Perforated

500 sheets per roll

96 rolls per case

Rapid break-up

Minimum Water Absorbency Rate: 1.0 sec./0.01ml

Minimum MD Dry Tensile Strength: 750 gms/3"

Minimum CD Dry Tensile Strength: 200 gms/3"

Rapid break-up

Free from lint

No disagreeable odor

Finish such as produced by creeping or embossing

Paper must release easily from the core (no excess glue on core) to prevent jamming of the dispenser

To fit and dispense from standard single roll dispensing cabinets

Product reference: Georgia Pacific Marquis sku #16121 or approved equal

MAY BE REQUIRED TO BE PALLETIZED AND SHRINK-WRAPPED

SECTION C
CITY OF HOUSTON
GENERAL TERMS AND CONDITIONS
FOR
PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET TISSUE)
FOR
VARIOUS DEPARTMENTS

1.0 **TERM OF AGREEMENT:**

- 1.1 The term of the agreement shall be for a thirty-six (36) month period beginning on or about May 31, 2006. During this period, purchase orders will be issued for items as needed. Any conflict between the terms and conditions as specified herein and said purchase orders; the term and conditions of this contract agreement shall govern. The Contractor/Supplier will not perform against the Contract Agreement without first having received an official City of Houston purchase order. While it is the intent to procure goods/services from the Contract Agreement by issuing an Official City of Houston Purchase Order, there will be instances when a Purchasing Card (P-Card) or Petty Cash may be used. **The City requires that the Contract Agreement prices be honored on all purchases.**
- 1.2 It is emphasized that the City of Houston does not guarantee to purchase any specific quantity of any item listed during the period of this contract agreement; rather, the quantities may vary depending upon the actual needs of the user departments. Contractor/Supplier shall remain obligated to the City under all clauses of this Contract Agreement that expressly or by their nature extend beyond and survive the expiration or termination of the Contract Agreement, including but not limited to warranties and indemnity provisions hereof.

2.0 **OPTIONAL EXTENSION:**

This Contract Agreement may be extended for up to two additional 12 month periods upon acceptance of the Contractor/Supplier and 30-days written notice prior to the expiration of the initial term, or first option period, as applicable from the City Purchasing Agent. A price increase, subject to the provisions of this Contract Agreement, may be requested by the Contractor/Supplier for approval by the City Purchasing Agent at this time. If the price increase is approved by the City Purchasing Agent or if no price increase is requested, a letter of extension will be issued by the City Purchasing Agent for the Contractor's/Supplier's acceptance under the same terms and conditions as the existing Contract Agreement.

3.0 **PRICE ADJUSTMENT:**

3.1 **Direct Cost:**

In this section means Contractor's/Supplier's cost from the manufacturer of any item or if Contractor/Supplier is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor/Supplier and Contractor/Supplier to the City.

3.2 **Price Decreases:**

- 3.2.1 If the Contractor's/Supplier's Direct Cost **decreases** at any time during the term of this Contract Agreement, Contractor/Supplier shall **immediately** pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.
- 3.2.2 Contractor/Supplier shall notify the City Purchasing Agent of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon City Purchasing Agent's receipt of Contractor's/Supplier's notice.

GENERAL TERMS & CONDITIONS CONTINUED:

3.0 PRICE ADJUSTMENT CONTINUED:

3.3 Price Increases:

3.3.1 Contractors/Suppliers may request a price increase after 12 months from the bid opening date of the bid received by the City Secretary of the City of Houston. Subsequent price increases may be requested 12 months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Contractor's/Supplier's Direct Cost and shall not ever be more than 10% above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.

3.3.2 To request a price increase, Contractor/Supplier must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's/Supplier's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Contractor's/Supplier's supplier(s) showing the actual dollar increase/decrease to the Contractor/Supplier must accompany this request. Such documentation from the Contractor's/Supplier's supplier must clearly show the dollar increase incurred by the Contractor/Supplier on the applicable Contract Agreement per item bid. The letter and documentation shall be sent to the following address:

**City Purchasing Agent
City of Houston
P.O. Box 1562
Houston, Texas 77251**

3.3.3 If the City Purchasing Agent approves the price increase, he or she shall notify Contractor/Supplier in writing; no price increase will be effective until Contractor/Supplier receives this notice. If the City Purchasing Agent does not approve Contractor's/Supplier's price increase, Contractor/Supplier may terminate its performance under the Contract Agreement upon sixty (60) days advance written notice to the City Purchasing Agent. Termination of performance is Contractor's/Supplier's only remedy if the City Purchasing Agent does not approve the price increase.

3.3.4 If, at any time after approving a price increase, the City Purchasing Agent determines that the City can obtain the same item at a lower price from a different source without violating the State bid law, the City may then purchase the item from the lower price source without any obligation to the Contractor/Supplier.

4.0 INVOICING:

4.1 In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.

4.2 All delivery tickets must have a description of the commodity delivered.

4.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.

4.4 Delivery tickets and packing slips shall contain the same information as the invoice.

4.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

GENERAL TERMS & CONDITIONS CONTINUED:

5.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

6.0 INVENTORY AND WAREHOUSE FACILITIES:

The Bidder shall maintain sufficient inventory to fulfill normal City of Houston requirements. The Bidder must demonstrate its ability to secure and deliver any item within five (5) working days. Forty-eight (48) hour delivery services may be required in some instances; therefore, the Bidder must be able to provide such service. An inspection may be made to determine whether the Bidder actually has in its inventory those items bid. Adequate stock inventory for the City's requirements could be considered a factor in determining an award.

7.0 CONTAMINATED MATERIALS:

Each Contractor/Supplier shall be required to identify their source of supply. No material will be accepted from a hazardous or toxic waste site, regardless of whether the site has been identified by either a Local, State or Federal Agency. No contaminated, toxic, hazardous waste products or heavy metal product shall be contained in these deliveries. If any material, supplied to the City under this Contract Agreement, is found to be contaminated or contain heavy metal products, it will be the responsibility of the Contractor/Supplier to remove and replace the contaminated product at their expense and at no cost to the City. The City has the option to contract the removal of any contaminated material and charge back the Contractor/Supplier any and all costs involved.

8.0 INSPECTIONS AND AUDITS:

- 8.1 The City reserves all rights to review all payments made to Contractors/Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Contractor/Supplier.
- 8.2 Representatives of the City have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime Contract Agreement insofar as those books and records relate to performance under the prime contract.
- 8.3 City representatives may have the right to perform, or have performed, (1) audits of Contractor's/Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this Contract Agreement. Contractor/Supplier shall keep its books and records available for this purpose for at least three years after this agreement terminates. This provision does not affect the applicable statute of limitations.

9.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The Bidder shall be an established Contractor/Supplier of the items bid.

10.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

- 10.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.
- 10.2 The burden of proof shall rest with the Bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified.
DETERMINATION AS TO WHETHER THE ITEM(S) BID IS(ARE) EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.

GENERAL TERMS & CONDITIONS CONTINUED:

11.0 DELIVERIES:

- 11.1 The Contractor/Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent or designee. Delivery made without such Purchase Order shall be at Contractor's/Supplier's risk and shall leave the City the option of canceling any contract implied or expressed herein.
- 11.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 11.3 Full tare must be allowed and no charges made for packages.
- 11.4 In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Contractor/Supplier will be deemed non-responsible and will be disqualified from bidding on the contract if it is re-let by the City within ninety (90) days of such termination.

12.0 SHIPPING TERMS:

Prices shall be F.O.B. Destination to the delivery location designated herein or on a purchase order. The Contractor/Supplier shall retain title and control of all goods until they are delivered and the Contract Agreement of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor/Supplier. The Contractor/Supplier shall file all claims for visible or concealed damage. The City will notify the Contractor/Supplier promptly of any damaged goods and shall assist the Contractor/Supplier in arranging for inspection.

13.0 MATERIALS:

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. The Contractor/Supplier furnishing these items shall be experienced in the production of such items and shall furnish evidence of having supplied similar items, which have been in successful operation. The Bidder shall be an established Contractor/Supplier of the items bid.

14.0 RESTOCKING (EXCHANGES AND RETURNS):

There will be no restocking charge to the City for return or exchange of any item purchased under the terms of this Contract Agreement. If the City wishes to return items purchased under this contract, the Contractor/Supplier agrees to exchange, during the term of the Contract Agreement, these items for other items under this Contract Agreement, with no additional charge incurred. Items must be returned to Contractor/Supplier within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor/Supplier shall invoice the City for increase price or provide the City with a credit or cash refund for any decrease in price. On items returned, a credit or cash refund will be issued by the Contractor/Supplier to the City. This return and exchange option shall extend for thirty (30) days following the expiration date of the Contract Agreement. All items returned by the City must be unused and in the same merchantable condition as when received. **Items that are special ordered and/or stocked by the Contractor/Supplier at the specific request of the City may be returned only upon approval of the Contractor/Supplier.**

GENERAL TERMS & CONDITIONS CONTINUED:

15.0 ADDITIONS & DELETIONS:

The City, by written notice from the City Purchasing Agent to the Contractor/Supplier, at any time during the term of this Contract Agreement, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the Contract Agreement shall be in accordance with the Contract Agreement specification/scope of services, and the charges or rates for items added shall be the same as specified on the bid form. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already under the contract agreement, the charges therefore will then be the Contractor's/Supplier's normal and customary charges or rates for the equipment, supplies, locations and/or services classified on the bid form.

16.0 FORCE MAJEURE:

16.1 Timely performance by both parties is essential to the Contract Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

16.2 This relief is not applicable unless the affected party does the following:

16.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

16.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

16.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Contract Agreement by the City.

16.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR/SUPPLIER WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

17.0 SAMPLES:

17.1 If requested by the City, the two (2) apparent low Bidders will be required to submit samples of the items proposed within seven (7) days of such request. The samples will be used to determine if the proposed items meet the specifications stated herein.

17.2 **If the Bidder fails to provide samples within the seven (7) day period, as required, the City may reject your bid and not consider it for further evaluation.**

17.3 These samples, if not subject to destructive testing, will be returned to the supplying Contractor/Supplier. A notice will be mailed to the Contractor/Supplier when samples are ready to be released by the City. Contractor/Supplier will have fourteen (14) days to redeem the samples. If samples are not redeemed within this time period the City cannot be responsible for condition or loss of the subject items.

18.0 WARRANTY:

A minimum warranty of twelve (12) months from Contractor/Supplier and the manufacturer's warranty will be furnished on materials and workmanship shall be provided. The warranty period shall begin the day the City officially accepts the item. Any warranty work is to be completed within five (5) working days after receipt of item.

GENERAL TERMS & CONDITIONS CONTINUED:

19.0 RELEASE AND INDEMNIFICATION:

19.1 RELEASE:

CONTRACTOR RELEASES THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH PERFORMANCE UNDER THIS AGREEMENT, INCLUDING INJURY, DEATH, OR DAMAGE CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE.

19.2 INDEMNIFICATION:

CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, AND EXPENSES (INCLUDING ALL DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING THOSE CAUSED BY:

- (1) CONTRACTOR'S ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S STRICT OR STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY DURING THE TERM OF THIS AGREEMENT AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

19.2.1 INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - (a) a description of the indemnification event in reasonable detail,
 - (b) the basis on which indemnification may be due, and
 - (c) the anticipated amount of the indemnified loss.

The notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

- (2) Defense of Claims
 - (a) Assumption of Defense Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

GENERAL TERMS & CONDITIONS CONTINUED:

19.0 RELEASE AND INDEMNIFICATION CONTINUED:

19.2 INDEMNIFICATION CONTINUED:

19.2.1 INDEMNIFICATION PROCEDURES CONTINUED:

(2) Defense of Claims Continued:

- (b) Continued Participation** If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

20.0 WORKER'S COMPENSATION INSURANCE:

On any City Contract Agreement with a labor component or any Contract Agreement where Contractor/Supplier delivery people make deliveries for City sites, Worker's Compensation Insurance as shown in the Insurance Section is required.

21.0 INSURANCE:

- 21.1** If performance of this contract agreement requires Contractor/Supplier to provide labor in addition to supplies, labor and materials, the Contractor/Supplier shall have and maintain in effect insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the contract. The City shall be named as an additional insured on all such policies except Worker's Compensation. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.** Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts. Automobile Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. **EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT AGREEMENT MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.**
- 21.2** Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.
- 21.3** All insurance policies required by this contract agreement shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled. Within such thirty (30) day period Contractor/Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor/Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this contract at once.
- 21.4** ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.

GENERAL TERMS & CONDITIONS CONTINUED:

22.0 SUCCESSORS AND ASSIGNMENTS:

Contractor/Supplier may not assign this Contract Agreement or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Contractor/Supplier's failure to obtain such consent shall be an event of default, authorizing the Purchasing Agent to terminate this Contract Agreement according to its terms.

23.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

23.1 These provisions apply to goal-oriented contracts. A **goal-oriented** contract means any contract awarded for the supply of goods or non-professional services of approximately \$100,000.00 for which competitive bids are required by law and which the City Purchasing Agent has determined to have City of Houston Certified MWBE subcontracting potential.

23.2 The City of Houston, through Ordinance No. 84-1309 and Council Motion 86-2204, encourages the participation of Minority and Women Business Enterprises in the performance of City contracts. Pursuant to the aforesaid Ordinance and Council Motion, the City has classified the contract that will result from this bid as a Goal-Oriented Contract and the recommended Contractor/Supplier shall be required to make good faith efforts to subcontract at least **2%** of the total dollar amount of this contract award ("City of Houston Certified MWBE goal") to either Minority Business Enterprises, Women Business Enterprises, or both, unless otherwise stated in the Bid Form or Specifications. The City Purchasing Agent with the concurrence of the Affirmative Action Director reserves the right to adjust upwards or downwards the designated percentage goal.

24.0 TAXES:

The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes, and will be so construed. A Contractor/Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

25.0 AWARD:

25.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

25.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.

26.0 REJECTIONS:

26.1 Articles not in accordance with samples and specifications must be removed by the Contractor/Supplier and at his expense. All disputes concerning quality of supplies delivered under this invitation to bid will be determined by the City Purchasing Agent or designated representative.

26.2 All articles enumerated in the invitation to bid shall be subject to inspection on delivery by an officer designated for the purpose and of found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

GENERAL TERMS & CONDITIONS CONTINUED:

27.0 BRAND NAME

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Contractor/Suppliers, but are intended to approximate the quality design or performance, which is desired. Any bid, which proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Invitation to Bid.

28.0 CHANGE ORDER

28.1 At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. The Contractor/Supplier shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

28.2 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor]
countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent]

28.3 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:

28.3.1 Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.

28.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

28.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

28.4 Whenever the Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

28.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

GENERAL TERMS & CONDITIONS CONTINUED:

29.0 TERMINATION OF AGREEMENT

29.1 By the City for Convenience:

The City Purchasing Agent may terminate this Contract at any time upon 30-calendar days notice in writing to the Contractor/Supplier. Upon receipt of such notice, Contractor/Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. As soon as practicable after the receipt of notice of termination, the Contractor/Supplier shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this Contract to date of termination. The City agrees to compensate the Contractor/Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered under this contract and not previously paid.

29.2 By the City for Default by Contractor/Supplier:

29.2.1 In the event that the materials and/or services furnished by the Contractor/Supplier do not conform to the standard set forth herein, or if the deliveries and servicing of this contract do not conform to the requirements detailed herein, the City through a written notice from the Purchasing Agent to the Contractor/Supplier describing such default may as its options:

- (a) Terminate the contract for default and the City shall have no further obligation under the Contract.
- (b) Allow the Contractor/Supplier to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Contractor/Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Contractor/Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance under this contract as of such date and have no further obligation under the contract.

29.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Contractor/Supplier shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Contractor/Supplier and that which the City was forced to pay for covering Contractor/Supplier's failure to deliver or perform services.

29.3 By the Contractor/Supplier for Default by City:

29.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of the Contract required to be performed or observed by the City, and the Contractor/Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Contractor/Supplier to constitute default on the part of the City.

29.3.2 Upon receipt of such notice in writing from the Contractor/Supplier, however, the City shall have 30 calendar days to cure such default. The Contractor/Supplier, at its sole option, may extend the proposed date of termination to a later date.

29.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Contractor/Supplier may terminate its performance under this contract as of such date.

GENERAL TERMS & CONDITIONS CONTINUED:

30.0 PATENTS:

The Contractor/Supplier agrees to indemnify and save harmless the City, the City Purchasing Agent and assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the City Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

31.0 CONTRACTOR DEBT:

If contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in section 15-122 of the Houston city code of ordinances, it shall immediately notify the city controller in writing. If the city controller becomes aware that contractor has incurred a debt, she shall immediately notify contractor in writing. If contractor does not pay the debt within 30 days of either such notification, the city controller may deduct funds in an amount equal to the debt from any payments owed to contractor under this agreement, and contractor waives any recourse therefore.

32.0 CONTRACT COMPLIANCE

The City departments reserve the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptance levels of service are provided. Monitoring may take the form of but not necessarily be limited to (i) review of contractor's invoices for accuracy, (ii) site visits, (iii) testing and sampling, (iv) review of permits and certifications, and/or (v) meeting delivery requirements.

ATTACHMENTS:

4. Sample Insurance Form
5. EEOC Clause
6. MWBE Forms (6a – 6d)

ATTACHMENT "4"

ACCORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES MUST HAVE A RATING OF AT LEAST B+ AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING GUIDE OR A CERTIFICATE OF AUTHORITY TO TRANSACT INSURANCE BUSINESS IN THE STATE OF TEXAS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY ISSUERS OF POLICIES. THE ISSUER MUST HAVE A RATING OF AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

INSURED:

SAMPLE FORM

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	POLICY	LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto All Owned Autos Scheduled Autos (X) Hired Autos (X) Non-Owned Autos Garage Liability be limited to Non-owned and Hired Autos. If Owned		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be substituted for Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability Umbrella Form Other than Umbrella Form				Each Occurrence Aggregate	\$ \$
	Worker's Compensation And Employee Liability Other		Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as **additional insured** on Auto, General Liability and Umbrella policies, and **Waiver of Subrogation** on Auto, General Liability, Worker's Compensation and Umbrella. Non-Renewed Certificates will also give 30 day written notice to the certificate holder. For (Project Name). (Insurance companies that cannot change the cancellation paragraph as shown may do so by endorsement).

CERTIFICATE HOLDER

MUST BE MODIFIED AS FOLLOWS:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CITY OF HOUSTON / FINANCE AND ADMINISTRATION
DEPARTMENT - STRATEGIC PURCHASING DIVISION
P.O. BOX 1562 HOUSTON, TEXAS 77251

ATTACHMENT "5"

CITY OF HOUSTON, TEXAS EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Pursuant to City Council Ordinance No. 78-1538, passed August 9, 1978, all contracts entered into by the City of Houston involving the expenditure of Ten Thousand (\$10,000.00) Dollars, or more, shall incorporate the following Equal Employment Opportunity Clause:

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier, or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and workforce statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's or lessee's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

ATTACHMENT "6a"
CITY OF HOUSTON

BID NO.: _____

FORMAL BID TITLE: _____

TOTAL.....\$_____

MWBE PARTICIPATION AMOUNT.....%_____

TOTAL BID AMOUNT.....\$_____

ATTACHMENT "6a" (CONTINUED)

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000.)

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

- NOTE: 1. ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.
2. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OF PRINT)

TITLE

ATTACHMENT "6b"

SAMPLE LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

**TO: City of Houston
Purchasing Agent**

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER
LETTER OF INTENT**

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

MWBE Participation Amount: \$ _____ MWBE GOAL _____ %

1. _____ agrees to perform work/supply goods and/or services
Name of Minority/Women Business Enterprise
in connection with the above-named contract and _____ as:

Name of Prime Contractor

- (a) _____ An Individual
(b) _____ A Partnership
(c) _____ A Corporation
(d) _____ A Joint Venture

2. _____ status is confirmed by MWBE Directory made available
Name of Minority/Women Business Enterprise
through the City of Houston Affirmative Action Division. Certification # _____.

3. _____ and _____ intend to work on
Name of Prime Contractor Minority/Women Business Enterprise
the above-named contract in accordance with the MWBE Participation Section of the City of Houston Contract Bid Provisions.

The Terms and conditions of Attachment "6c" attached hereto are incorporated into this Letter of Intent for all purposes.

Signed-Prime Contractor

Signed-Minority/Women Business Enterprise

Title

Title

Date

Date

ATTACHMENT "6c"
CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime Contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 - "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBEs to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-bid. For information, assistance, and/or to receive a copy of the City's Affirmative Action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas 77002.

CITY OF HOUSTON
Affirmative Action and Contract Compliance
MWBE Utilization Report
Report Period _____

AMT. PAID BY CITY TO DATE:

Use additional pages if needed.
Provide support documentation on all revenues paid to M/WBEs to reflect up/down variances on contract amount.

Submit by the 15th day following the end of the report period to:

Affirmative Action Division
ATTN: Velma Laws – (713) 837-9018
611 Walker, 20th Floor
Houston, Texas 77002

**NO BID SHEET
FOR
PAPER PRODUCTS (FACIAL TISSUE, PAPER TOWELS and TOILET TISSUE)
FOR
VARIOUS DEPARTMENTS**

BID INVITATION NO. SC-R-7900-098-20671

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City Hall - City of Houston
Finance & Administration Department
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251

Please check the items that apply:

- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the Specifications highlighted in the attached Bid.
- ☐ Cannot provide Insurance required.
- ☐ Cannot provide Bonding required.
- ☐ Cannot comply with Indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reason / OR please state by you can not bid for this Procurement.

Company Name: _____
(Print or Type Name of Company)

By: _____
(Signature of Authorized Officer or Agent)

Vendor Number: _____

Telephone Number: (____) _____

FAX Number: (____) _____

→→ RETURN TO: Buyer – M.A. Cruz Goldman
City Hall - City of Houston
Finance & Administration Department
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251